



REQUEST FOR PROPOSAL (RFP) Skilled Nursing Facility

**County of San Bernardino
Arrowhead Regional Medical Center
400 North Pepper Avenue
Colton, CA 92324
September 12, 2006**

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I. INTRODUCTION

A. Purpose

The County of San Bernardino, hereinafter referred to as the "COUNTY," owns and operates Arrowhead Regional Medical Center (ARMC) and is seeking to contract with a SKILLED NURSING FACILITY to provide Level I primary Skilled Nursing, Level II extensive Skilled Nursing and Level III extensive Skilled Nursing Rehabilitation for patients whom ARMC is at risk financially. Such patients would include County Medical Service Plan (CMSP/MIA), Medi-Cal pending or other medically indigent patients.

B. Period of Contract

The term of any contract awarded as a result of the RFP will be for a period beginning approximately January 2007 and ending June 30, 2010. Notwithstanding the foregoing, the contract may be terminated at any time, with or without cause, by County or by Vendor upon sixty-day (60) advance written notice to the other party. In the event of termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination, and each party shall be released from all obligations of performance which would otherwise accrue subsequent to the date of termination. Neither party shall incur any liability to the other by reason of such termination.

C. Mandatory Vendor Requirements

All Vendors must meet the following criteria:

1. Vendor must have a total working capital of at least \$500,000.
2. Vendor must be an entity qualified to do business in the State of California and must have been in existence at least three (3) years as an operating business. Vendor must provide copies of necessary licenses.
3. Vendor may not have declared any form of Bankruptcy in the last five (5) years.
4. Vendor shall have no record of unresolved complaints with the Board of Consumer Affairs or similar regulatory agencies in any locale.
5. Vendor must provide at least three references that demonstrate Vendor meets the required experience, having previously provided Skilled Nursing Services for at least 2 Acute Care Hospitals.
6. Vendor must arrange at least one site visit to the Skilled Nursing Facility.
7. Vendor shall have the ability to maintain adequate files and records and meet statistical reporting requirements.
8. Vendor shall have the ability to comply with the proposed timeline.
9. Vendor shall have the ability to fulfill standard contract requirements, including indemnification and insurance, of the County.
10. Vendor shall meet other presentation and participation requirements listed in this RFP.

D. Correspondence

All correspondence is to be submitted to:

Judith McCurdy, Associate Administrator, Patient Services
400 North Pepper Avenue
Colton, California 92324-1819
Fax Number: (909) 580-6196
Email: mccurdyj@armc.sbcounty.gov

Fax number and e-mail address may be used to submit questions only.

Proposals will not be accepted by e-mail or facsimile.

E. Mandatory Pre-Proposal Conference

A mandatory pre-proposal conference has been scheduled for **Thursday, September 27, 2006 at 2:00 PM, ARMC Lower Level Floor Lab Conference Room # GB203A, 400 North Pepper Avenue, Colton, CA 92324.** Attendance at the conference is mandatory.

F. Questions

Questions regarding the contents of this RFP must be submitted in writing **on or before 3:00 p.m. (Pacific Time) on September 19, 2006** and be directed to the individual listed in Section I, D (Correspondence). All questions will be answered and copies of both the question and answer will be disseminated to proposal conference attendees and posted on San Bernardino County RFP Web Site.

G. Admonition to Vendors

Once this RFP has been issued, Vendors are specifically directed not to contact County personnel for meetings, conferences or technical discussions related to this RFP. Failure to adhere to this policy may result in disqualification of the Vendor. All questions regarding this RFP can be presented in writing as indicated in Section I, Paragraph E.

H. Proposal Submission Deadline

All proposals must be received by the person named on Section VI.B.2 at the address listed no later than **3:00 p.m. (Pacific Time on October 13, 2006.** Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and/or considered.

II. PROPOSAL TIMELINE

Release of RFP	September 12, 2006	
Deadline for Submission of Questions	September 19, 2006	3:00 PM Pacific
Mandatory Proposal Conference	September 27, 2006	2:00 PM Pacific
Deadline for Proposals	October 13, 2006	3:00 PM Pacific
Tentative Date for Awarding Contract	January 2007	

III. PROPOSAL CONDITIONS

A. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals or any part(s) of any or all proposals if the County determines it is in the best interest of the County to do so.

B. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days from the date the proposal is opened. The County realizes that factors other than price are important. As a result, price may not be the sole factor upon which the County's decision to award is based. Award may be based on unit prices or cumulative totals or upon other considerations. The County will make the award based upon the proposal which best meets its need. The County may reject any or all proposals, any portion of a proposal, and may waive any informality or immaterial irregularities in a proposal.

C. Modifications

The County reserves the right to issue addenda or amendments, or change the timelines to this RFP.

D. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this proposal. It is the Vendor's responsibility to ensure that their proposals arrive on or before the specified deadline for submissions.

E. Incurred Costs

This RFP does not commit the County to pay any costs incurred by Vendors in the preparation of a proposal in response to this request and Vendors agree that all costs incurred in developing this proposal are the Vendor's responsibility.

F. Negotiations

The County may require the potential Vendor(s) selected to participate in negotiations, and to submit a price, technical or other revisions of their proposals as may result from negotiations.

G. Final Authority

The final authority to award a contract rests solely with the San Bernardino County Board of Supervisors.

IV. SCOPE OF WORK

The following is requested of the Vendor:

A. Background

ARMC is a 373-bed state of the art facility located in Colton, California. ARMC is a Trauma and Burn Center with a twenty-four hour Emergency Department. The facility has a six story main patient tower, an attached diagnostic and treatment center, attached Outpatient Services Center, a detached three-story Behavioral Health facility, and the Central Plant. All buildings are contained on the seventy-five acre site. Additionally, ARMC has three affiliated off-site Family Health Centers which provide outpatient access to the community.

B. Division of Work

The model for managing the requested service is outlined below.

ARMC Responsibilities:

ARMC will provide written physician orders to the Skilled Nursing Facility to include level of care, approximate length of stay, transport documentation and arrangement of transportation to the Skilled Nursing Facility.

Vendor Responsibilities:

Vendor will provide a Skilled Nursing Facility to provide skilled nursing services as set forth in **Attachment H**, seven (7) days per week. The Skilled Nursing Facility will conform to laws, regulations and standards of various authorities consistent with State/Federal guidelines and regulations.

C. Scope of Services

1. Vendor must provide the Facility, licensed staff and clerical personnel to provide the services required.
2. Vendor is responsible for all salaries, labor and uniform related expenses for all technicians and office personnel.
3. Vendor must assume overall responsibility for the provision of the stated service.
4. Vendor must provide availability of services 7 days a week.
5. Vendor must participate in a performance improvement process by continuously improving the performance of the stated services.

6. Vendor must assume overall responsibility for billing third party payers including, but not limited to, share of cost for Medicare, Medi-Cal and other Health Maintenance Organizations (HMO) or Prospective Payment Organizations (PPO) when documentation of insurance is provided. The Vendor will reimburse ARMC for payments received from Medi-Cal for those Medi-Cal pending patients who become Medi-Cal eligible after ARMC has paid Vendor during the Medi-Cal pending period.

7. Procurement Card Program

The County participates in the State of California Procurement Card Program known as Cal-Card (VISA credit card). Whenever possible, the County prefers to place orders and make payments utilizing procurement cards. Please indicate in your proposal if your company accepts VISA cards.

If your company does not accept procurement cards and you are interested in accepting VISA, contact your local bank or financial institution for assistance.

V. CONTRACT REQUIREMENTS

A. General

1. **Legality and Severability**

The parties' actions under the contract shall comply with all applicable laws, rules, regulations, court orders, and governmental agency orders. If a provision of the contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

2. **Taxes**

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Vendor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the contract.

3. **Representation of the County**

In the performance of the contract, Vendor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

4. **Vendor Primary Contact**

The Vendor will designate an individual to serve as the primary point of contact for the contract. Vendor or designee must respond to County inquiries within two- (2) business days. Vendor shall not change the primary point of contact without written notification to and acceptance by the County. Vendor will also designate a back-up point of contact in the event the primary contact is not available.

5. **Change of Address**

Vendor shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

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6. **Subcontracting**
Vendor agrees not to enter into any subcontracts for work contemplated under the contract without first obtaining written approval from the County. Any subcontractor shall be subject to the same provisions as Vendor. Vendor shall be fully responsible for the performance of and payments to any subcontractor.
 7. **Agreement Assignability**
Without the prior written consent of the County, the contract is not assignable by Vendor either in whole or in part.
 8. **Agreement Amendments**
Vendor agrees any alterations, variations, modifications, or waivers of provisions of the contract shall be valid only when reduced to writing, duly signed and attached to the original contract and approved by the required persons.
 9. **Termination for Convenience of County**
The County for its convenience may terminate the contract in whole or in part upon sixty-(60) calendar days' written notice. If such termination is effected, an equitable adjustment in the price provided for in this contract shall be made. Such adjustment shall provide for payment to the Vendor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of such termination notice, Vendor shall promptly discontinue services unless the notice directs otherwise. Vendor shall deliver promptly to County and transfer title, if necessary, to all completed work and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs, and reports.
 10. **Attorney Fees and Costs**
If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Section V, Paragraph B.1, Indemnification.
 11. **Venue**
The venue of any action or claim brought by any party to the contract will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow either to request or demand a change of venue. If any action or claim concerning the contract is brought by any third-party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.
 12. **Licenses and Permits**
Vendor shall ensure that it has all necessary licenses and permits required by Federal, State, County, and municipal laws, ordinances, rules and regulations. The Vendor shall maintain these licenses and permits in effect for the duration of the contract. Vendor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain required licenses and permits might result in immediate termination of the contract.

13. Notification Regarding Performance

In the event of a problem or potential problem that will impact the quality or quantity of work, services, or the level of performance under the contract, the Vendor shall notify the County within one- (1) working day, in writing and by telephone.

14. Conflict of Interest

Vendor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the contract or any competing offer shall have any direct or indirect financial interest resulting from the award of the contract or any relationship to the Vendor, or officer or employee of the Vendor.

15. Inaccuracies or Misrepresentations

If in the administration of the contract, the County determines that Vendor has made a material misstatement, misrepresentation, or omission or that materially inaccurate information has been provided to the County during the RFP process, the contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

16. Improper Consideration

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding the contract.

The County, by written notice, may immediately terminate any contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once a contract has been awarded.

Vendor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

17. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (11-10). Vendors are to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Vendors to use both sides of paper sheets for reports submitted to the County whenever practicable.

18. Ownership of Documents

All documents, data, products, graphics, computer programs, and reports prepared by the Vendor pursuant to the contract shall be considered property of the County upon payment for product/services. All such items shall be delivered to the County at the completion of work under the contract. Unless otherwise directed by the County, Vendor may retain copies of such items.

19. Employment of Former County Officials

Vendor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Vendor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Vendor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

20. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Contract or Vendor's relationship with County may be made or used without prior written approval of the County.

21. Participation

The County desires that other County agencies and departments, as well as Municipalities, School Districts, and other Districts within the County of San Bernardino requiring the goods and or services proposed in this contract may, at their option and through the County Purchasing Agent, avail themselves of the contract resulting from this proposal. Upon notice, in writing, the Vendor agrees to offer such governmental entities the opportunity to avail itself of the contract resulting from this proposal as though they have been expressly identified in this RFP, with the provision that:

- a. Such Governmental entities do not have and will not have in force any other contract for like purchases.
- b. Such Governmental entities do not have under consideration for award any other proposals or quotations for like purchases.
- c. Such Governmental entity shall make purchases directly through the Vendor, and make payment directly to the Vendor. The County will not be liable for any such purchases made between the Vendor and another Governmental entity which avails themselves of any contract between Vendor and County.

22. Electronic Fund Transfer Program

The County of San Bernardino Auditor/Controller-Recorder office prefers direct deposit for Vendor payments. Instead of creating a paper check the County will, with the Vendor's approval, directly deposit funds to the Vendor's checking account via electronic funds transfer (EFT). Details and forms regarding EFT payments will be provided upon award of a Contract.

23. Local Preference

The County of San Bernardino has adopted a preference for Vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), "principal place of business" is defined as the Vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the Vendor's main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP/RFQ/Quote for any contract, agreement, or purchase order to which it responds; and
- Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and
- Has a minimum of twenty-five percent (25%) of the Vendor's full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County's Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the Vendors is a local Vendor. If one of the Vendors is a local Vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other Vendor's quoted price or cost, unless it is determined that an exemption applies, staff should recommend the local Vendor for the Contract award.

B. Indemnification and Insurance Requirements

1. Indemnification

The Vendor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

2. Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the Vendor shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

- a. Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including

Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Vendor and all risks to such persons under this Agreement.

If Vendor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Vendors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- c. Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate; or
- d. Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

3. Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

4. Waiver of Subrogation Rights

The Vendor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, vendors, and subcontractors.

5. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

6. Proof of Coverage

The Vendor shall immediately furnish certificates of insurance to the County Department administering the Agreement evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Vendor shall maintain such insurance from the time Vendor commences performance of services hereunder until the completion of such services. Within sixty- (60) days of the commencement of this Agreement, the Vendor shall furnish certified copies of the policies and all endorsements.

7. Insurance Review

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Vendor agrees to execute any such amendment within thirty- (30) days of receipt.

C. Right to Monitor and Audit

1. Right to Monitor

The County and the State of California shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Vendor in the delivery of services provided under the contract. Vendor shall give full cooperation, in any auditing or monitoring conducted. Vendor shall cooperate with the County in the implementation, monitoring, and evaluation of the contract and comply with any and all reporting requirements established by the County

2. Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the contract or until all pending County, State and Federal audits are completed, whichever is later.

D. Disclosure of Criminal and Civil Proceedings

The County reserves the right to request the information described herein from the Vendor selected for contract award. Failure to the information may result in a disqualification from the selection process and no award of contract to the Vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct or the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions files in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

VI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Vendors are invited to submit a proposal for consideration. Submission of a proposal indicates that the Vendor has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. All proposals and materials submitted become property of the County. All proposals received are subject to the "California Public Records Act."

B. Proposal Presentation

1. All proposals must be submitted on 8 ½" x 11" paper, neatly typed, double-sided on recycled paper, with normal (1 inch) margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.

2. One (1) original and six (6) copies, total of seven (7), of the complete proposal must be received by the deadline for receipt of proposal specified in Section II, Proposal Timeline. The original and all copies must be in a sealed envelope or container stating on the outside: Vendor Name, Address, Telephone number, RFP number, RFP Title, and Proposal due date to:

**County of San Bernardino - ARMC
ATTN: Darryl Shelby, Interim, Material Manager
400 North Pepper Avenue
Colton, CA 92324**

3. Hand carried proposals may be delivered to the address above only between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the County. Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of Vendors in preparing their proposals. A responsible officer or employee must sign proposals.

C. Proposal Format

To insure that all items requested have been included in your proposal, a checklist form (Attachment A) has been provided.

Vendors must provide the following information in the following format:

1. **Agency Description**
Attachment B is to be used as the cover page for the proposal. This form must be fully completed and signed by an authorized officer of the Vendor.
2. **Table of Contents**
All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents in the order presented below.
3. **Board of Directors**
Using **Attachment C**, please provide requested information as it relates to your agency.
4. **Mandatory Vendor Requirements**
Using **Attachment D**, please indicate the Vendor's agreement to the requirements. This form must be fully completed and signed by an authorized officer of the Vendor.
5. **Related Experience**
Using **Attachment E**, please identify the Vendor's related experience to perform the scope of services requested in this RFP.
6. **References**

Using **Attachment F**, please provide three (3) references from other hospital or medical facilities that you have provided the same or similar service as being requested in this RFP. Provide Contact Name, Address, Phone Number, and dates services were provided.

7. Proposal Description

Provide a detailed description of the proposal.

- a. Brief synopsis of the Vendor's understanding of the County's needs and how the Vendor plans to meet these needs. This should provide a broad understanding of the Vendor's entire proposal.
- b. Brief narrative description of the proposed plan to achieve the Scope of Work, Section IV.
- c. Brief synopsis of the Vendor's proposed outline of organization, staffing, work plan or other services.
- d. Explanation of any assumptions and/or constraints.

8. Budget

Completed proposed budget for this project as outlined on **Attachment G**, Budget Form, including a brief narrative on methodology or justification of the proposed costs. Include prices for each level of care with cost + 5% for exclusionary DME and Services, as outlined in **Attachment H**.

Alternatively, provide tax returns or a letter of credit from the Vendor's financial institution indicating the Vendor can carry up to sixty- (60) day's worth of invoices before obtaining payment.

9. Supplemental Information

1. Please provide a brief narrative outlining the Vendor's history, milestones and other information that supports the scope of services requested. Provide the Vendor's Annual Report for the last two (2) years.
2. Vendor must also include business financial statements for the last completed fiscal year and the current fiscal year to date. Also include certification from the owners and the Vendor's accountant that accurately reflects the Vendor's current financial status. Submit evidence of ability to insure as stated in Section V, B-2, Insurance Requirements.

VII. EVALUATION OF PROPOSALS

A. Evaluation Process

Following the opening of the proposal packages, the proposals will be evaluated by an Evaluation Committee. The committee will be comprised of appropriate County personnel from multiple departments, with the appropriate experience and/or knowledge, striving to ensure that the committee is balanced. Scoring proposals will be based on an ordinal ranking system.

B. Evaluation Criteria

1. Initial Review

- a. All proposals will be initially evaluated to determine if they meet the mandatory requirements.
- b. The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
- c. Prospective Vendors must have attended any Mandatory Proposal Conference.
- d. Prospective Vendors must meet the requirements as stated in the Mandatory Vendor Requirements as outlined in **Attachment D**.
- e. Prospective Vendors must provide five (5) references from other agencies that they have provided the same or similar service as being requested in this RFP, **Attachment F**.
- f. Prospective Vendors must submit all required documentation and certifications as outlined in this RFP.

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases, the Vendor will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

2. Final Review

Proposals meeting the above requirements will be evaluated on the basis of the following criteria:

- a. Proposed cost of service, **Attachment G, Budget Form, and Attachment H**.
- b. Vendor's qualifications and experience in providing similar type services. This review will be based upon the three (3) references provided.
- c. Vendor's financial stability. This review will be based upon Vendor provided business financial statements.
- d. Vendor's proposed plan to achieve the Scope of Work, as outlined in Section IV.
- e. If deemed necessary, a demonstration may be requested and used in the final evaluation.
- f. Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

C. Contract Award

1. Contract(s) will be awarded based on a competitive selection of proposals received.
2. The contents of the proposal of the successful Vendor will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.
3. Award of contract may or may not be on an all or nothing basis or by trade and/or geographic area. The County reserves the option to make award(s) as it deems to be in the best interest of the County.
4. Cost of service is one factor in the evaluation process, but the County is not obligated to accept the lowest cost proposal. Ability to provide quality service in a timely manner in accordance with the RFP requirements is critical to a successful proposal.

D. Disputes Relating to Proposal Process

1. In the event a dispute arises concerning the proposal process or award of the Contract, the party wishing resolution of the dispute shall submit a request in writing to the Director of Arrowhead Regional Medical Center. Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:
 - Appeal request must be in writing.
 - Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters, as applicable.

An appeal of a **denial of award** can only be brought on the following grounds:

- a. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
- b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- c. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

**Arrowhead Regional Medical Center
400 North Pepper Avenue
Colton, CA 92324-1817
ATTN: June Griffith-Collison, Director**

The Director of ARMC will consider only those specific issues addressed in the written appeal. A written response will be directed to the appealing Vendor within fourteen (14) calendar days of the receipt of the appeal, advising of the decision with regard to the appeal and basis for the decision.

ATTACHMENTS

ATTACHMENT A –AGENCY CHECKLIST FORM

Use this checklist to insure that all items requested have been included. This form is to be completed and included in the proposal and must be located with the Proposal's Table of Contents.

		Items Completed	Page(s)
1.	Agency Description		
	A. Agency Description Form (Attachment B)	_____	_____
	B. Board of Directors Form (Attachment C)	_____	_____
2.	Experience/Qualifications		
	A. Mandatory Vender Requirement Form (Attachment D)	_____	_____
	B. Related Services Experience Form (Attachment E)	_____	_____
	C. Reference (Attachment F)		
3.	Proposal		
	A. Managing Service provision (Provide detailed narrative)	_____	_____
	B. Project Organization, Staffing, Work Plan (Provide detailed narrative)	_____	_____
4.	Proposed Budget		
	A. Budget Preparation Form (Attachment G) and (Attachment H)	_____	_____
	B. Methodology/Justification (Provide detailed narrative)	_____	_____
5.	Supplemental Information		
	A. Company history, milestones, etc (Provide detailed narrative)	_____	_____
	B. Furnish financial statement, insurance certificate and licenses as applicable.	_____	_____

ATTACHMENT B – AGENCY DESCRIPTION FORM

PROPOSER'S NAME (name of firm, entity or organization): _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

NAME AND TITLE OF PROPOSER'S CONTACT PERSON: _____

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

Telephone Number: _____

FAX Number: _____

Email Address: _____

PROPOSER'S ORGANIZATIONAL STRUCTURE

_____**Corporation** _____**Partnership** _____**Proprietorship** _____**Joint Venture**
_____**Other (explain):** _____

If Corporation, Date Incorporated: _____

State Incorporated: _____

States registered in as foreign corporation: _____

CERTIFICATION

THE UNDERSIGNED CERTIFIES AND AGREES ON BEHALF OF THE PROPOSER THAT:

1. All declarations in this proposal and attachments are true and the falsity of such representations entitles the County to pursue any legal remedy.
2. All aspects of this proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.
3. The offer made in this proposal is firm and binding for 180 days from the date the proposal is opened and recorded. All aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a contract is awarded. If selected the Proposer agrees to comply with all applicable laws, regulations and rules.
4. Any additional information the County deems necessary to accurately determine the ability to perform the services proposed will be provided immediately. Furthermore, submission of this proposal constitutes permission by the Proposer for the County to verify all information contained herein. Failure to comply with any request for additional information may disqualify the Proposer from further consideration. Such additional information may include evidence of financial ability to perform.
5. The undersigned has the authority to submit the proposal on behalf of the Proposer.

SIGNED: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT C - BOARD OF DIRECTORS FORM

Please provide the following information about your Board of Directors. All information is required except the Social Security Number, which is optional.

Number of Members: _____ **Term Length** _____ **Meeting Dates** _____

Current Office:	Membership Commenced:
Name:	Membership Expires:
Street:	Term Commenced:
City/Zip:	Term Expires:
Telephone:	FAX:
Occupation:	Subcommittees:
Social Security Number:	Other Affiliations:
Current Office:	Membership Commenced:
Name:	Membership Expires:
Street:	Term Commenced:
City/Zip:	Term Expires:
Telephone:	FAX:
Occupation:	Subcommittees:
Social Security Number:	Other Affiliations:
Current Office:	Membership Commenced:
Name:	Membership Expires:
Street:	Term Commenced:
City/Zip:	Term Expires:
Telephone:	FAX:
Occupation:	Subcommittees:
Social Security Number:	Other Affiliations:
Current Office:	Membership Commenced:
Name:	Membership Expires:
Street:	Term Commenced:
City/Zip:	Term Expires:
Telephone:	FAX:
Occupation:	Subcommittees:
Social Security Number:	Other Affiliations:

ATTACHMENT D – MANDATORY VENDOR REQUIREMENTS

The following requirements apply to all Prospective Vendors:

	Requirement	Agree (initial)	Agree with qualification (initial and attach explanation
1.	Vendor meets the working capital requirements of \$500,000.00.		
2.	Vendor is an entity qualified to do business in the State of California and has been in existence at least three (3) years as an operating business and has provided copies of necessary licenses.		
3.	Vendor has not declared any form of Bankruptcy in the last five (5) years.		
4.	Vendor has no record of unsatisfactory performance as specified in this RFP.		
5.	Vendor has listed at least three references demonstrating Vendor meets the required experience of having previously provided services to at least 2 Acute Care Hospitals.		
6.	Vendor can arrange at least one site visit to a contracted facility wherein Vender is providing similar scope of services.		
7.	Vendor has the ability to maintain adequate files and records and meet statistical reporting requirements.		
8.	Vendor has the ability to comply with the proposed timeline.		
9.	Vendor has the ability to fulfill standard contract requirements, including indemnification and insurance, of the County.		
10.	Vendor meets presentation and participation requirements listed in this RFP.		

Signature

Date

Print name

Company

ATTACHMENT E – RELATED SERVICE EXPERIENCE FORM

Identify past and current experience in providing services similar to those requested in this RFP

Description of Related Services	Number of Clients	Length of Time in Business		Location/ Service Area	Amount of Funding	Funding Source(s)
		Started	Ended*			
1.						
2.						
3.						
4.						
5.						

CURRENT ANNUAL OPERATING BUDGET: \$ _____

Percent of Operating Budget Generated from:

Government Contracts: \$ _____ % _____.

Non-governmental Agencies: \$ _____ % _____.

Donations: \$ _____ % _____.

Fees: \$ _____ % _____.

Other: _____ \$ _____ % _____.

[Specify]

TOTAL \$ _____ % _____.

*Enter "Present" if still providing the identified services.

ATTACHMENT F - REFERENCES

Name of Agency	Contact Name	Phone Number	Dates services provided	
			From	To

ATTACHMENT G - BUDGET FORM

Specialized DME reimbursed cost plus 5%

Cost

- Beds \$ _____
- Wheelchairs \$ _____
- Commodes \$ _____
- Walkers \$ _____
- TPN Solution \$ _____/Day
- Third generation antibiotics \$ _____/Day
- Pain management supplies and equipment \$ _____
- Respiratory Therapy \$ _____
- Low molecular weight heparin drug \$ _____/Day
- Level I (as listed below) \$ _____/Day
- Level II (as listed below) \$ _____/Day
- Level II (as listed below) \$ _____/Day

ATTACHMENT H – Skilled Nursing Facility

Level I Primary Skilled Nursing

Patients who meet Medicare coverage criteria based on overall nursing observation and management:

- General nursing, restorative nursing
- Routine oral, subcutaneous and IM medications and pharmacy supplies
- Insulin dependence
- ROM, bowel and bladder care
- Past surgical dressing changes
- NG, GJ or G tube feedings and feeding pump
- Colostomy/ileostomy care
- Foley catheter care
- Wound care (stage 1 and 2 decubitus, past surgical wound/dressing care at least once daily)
- Enteral feeding services
- Small volume Nebulizers
- Nasal oxygen and services
- Isolation
- All medical/in house supplies
- Standard DME including but not limited to: wheelchair, trapeze, walker, commodes, feeding sump pump, humidifier, Nebulizers, patient lifts.
- Routine laboratory and radiology services

Level II Extensive Skilled Nursing

Patients who meet Medicare coverage criteria including services listed under Level I including additional services:

- Intravenous therapy services
- Daily (five times per week) any of the following evaluations or therapies: physical, occupational, or speech up to a total of 1 hour per day.
- Wound care (stage 3 and 4 decubitus)
- TPN administration
- Isolation patients
- VAC administration

Level III Extensive Skilled Nursing Rehabilitation

Patients who meet Medicare criteria including services listed under Level I and II additional services include:

- Daily (six times per week) any of the following evaluations or therapies: (physical, occupational, or speech) up to a total of 3 hours daily

Exclusionary DME and Services

The following services are excluded from all levels of care and shall be reimbursed at cost plus 5%:

- Specialized DME (beds, wheelchairs, commodes, walkers)
- TPN Solution
- Third generation antibiotics
- Pain management supplies and equipment
- Respiratory Therapy
- Low molecular weight heparin drug